

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

TRUSTEES OF THE SUBURBAN TEAMSTERS	)	
OF NORTHERN ILLINOIS PENSION FUND	)	
AND WELFARE FUNDS,	)	
	)	
Plaintiffs,	)	
	)	No. 08 C 2280
v.	)	
	)	Judge Andersen
	)	
MCDONALD TRANSPORT CORP.	)	Magistrate Judge Denlow
an Illinois corporation not in good standing, and	)	
PATRICK MCDONALD, Individually	)	
	)	
Defendants.	)	

NOTICE OF DISMISSAL

NOW COMES the TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS, through its attorneys, ARNOLD AND KADJAN, and pursuant to FRCP Rule 41(a)(1)(i) dismisses the above captioned case without prejudice, all costs having been paid and all matters in controversy for which said action was brought having been fully settled, compromised and adjourned. Upon payment in full of the note balances as set forth in the Settlement Agreements, which are attached, this case shall be dismissed with prejudice on September 1, 2009.

TRUSTEES OF THE SUBURBAN TEAMSTERS  
OF NORTHERN ILLINOIS WELFARE AND  
PENSION FUND, Plaintiffs

s/John J. Toomey  
ARNOLD AND KADJAN  
19 W. Jackson Blvd., Suite 300  
Chicago, IL 60604  
Telephone No.: (312) 236-0415  
Facsimile No.: (312) 341-0438  
Dated: June 25, 2008

**SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS FRINGE BENEFITS****McDonald Transport, Inc. : Welfare Fund**

June 20, 2008

For value received, the undersigned promises to pay to the order of Suburban Teamsters of Northern Illinois Welfare Fund the principal total of \$ 5,040.72 ( **Five Thousand Forty and 72/100 dollars.**)

The maker of this Note acknowledges that the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act 29 U.S.C. 1145. For contributions due for the period Aug., 2006 through March, 2008.

The Employer shall make a **down payment** of \$ 1,260.18 on June 20, 2008, leaving a principal **balance** of \$ 3,780.54. That balance is to be paid with 10% annual interest in 12 equal and consecutive monthly **installments** of \$ 332.37 beginning on July 30, 2008. Payments should be sent to:

Suburban Teamsters of Northern Illinois  
1275 W. Roosevelt Rd. Unit 121  
West Chicago, IL 60185


Or such other place as may be directed by the legal holder of this Note.

**The Employer is to remain current in regular monthly contributions.** Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby irrevocably authorizes any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for the unpaid amount, together with costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

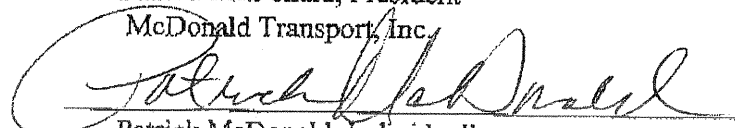
All parties hereto severally waive presentment for payment, notice of dishonor and protest.

By:

  
Patrick McDonald, President  
McDonald Transport, Inc.

Date:

6-20-08

  
Patrick McDonald, Individually

Date:

6-20-08

Received  
JUN 24 2008  
Pension Fund Office

## SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS FRINGE BENEFITS

McDonald Transport, Inc. : Pension Fund

June 20, 2008

For value received, the undersigned promises to pay to the order of Suburban Teamsters of Northern Illinois Pension Fund the principal total of \$ 2,247.13 ( **Two Thousand Two Hundred Forty Seven and 13/100 dollars.**)

The maker of this Note acknowledges that the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act 29 U.S.C. 1145. For contributions due for the period Nov., 2006 through March, 2008.

The Employer shall make a **down payment** of \$ **561.78** on June 20, 2008, leaving a principal **balance** of \$ **1,685.35**. That balance is to be paid with 10% annual interest in **12** equal and consecutive monthly **installments** of \$ **148.17** beginning on July 30, 2008. Payments should be sent to:

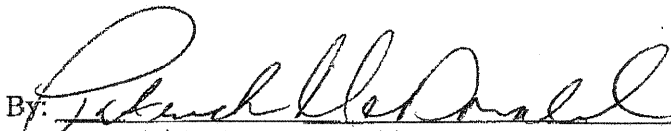
Suburban Teamsters of Northern Illinois  
1275 W. Roosevelt Rd. Unit 121  
West Chicago, IL 60185

Or such other place as may be directed by the legal holder of this Note.

**The Employer is to remain current in regular monthly contributions.** Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby irrevocably authorizes any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for the unpaid amount, together with costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

By:  Date: 6-20-08  
Patrick McDonald, President  
McDonald Transport, Inc.

 Date: 6-20-08  
Patrick McDonald, Individually

Received  
JUN 24 2008  
Pension Fund Office